nopoly, since the company was a public service corporation and therefore could not arbitrarily regulate the production or the price of its product. The decision involves a comparatively new and important limitation on the force of anti-trust legislation. In the interpretation of the Sherman Act the courts have strictly forbidden the substitution of monopoly for competition whether by public service or by private corporations, and regardless of the effect of the monopoly upon prices or rates. *United States* v. *Freight Ass'n*, 166 U. S. 290; see *United States* v. *Swift & Co.*, 122 Fed. 529. State legislation has been similarly construed, and a consolidation of gas companies has been declared illegal. *People* v. *Chicago Gas Trust Co.*, 130 Ill. 268. And it was recently decided that the New York law precluded the consolidation of the street railways of the city of New York. *Burrows* v. *Interborough, etc., Co.*, 156 Fed. 389. The result of the present decision, however, is reached by a few courts which construe similar legislation as applicable only to combinations inimical to public welfare. *Yazoo, etc., Ry. Co.* v. *Searles*, 85 Miss. 520; see *State* v. *Central, etc., Ry. Co.*, 109 Ga. 716. But the case would seem to involve a questionable interpretation of legislation which specifies no exceptions to its clear mandate against monopoly.

SALVAGE — SERVICES RENDERED TO SHIP IN DRY DOCK. — The libellants rendered services to a vessel in dry dock by extinguishing a fire communicated to it from buildings on the land. *Held*, that they are not entitled to salvage. *The Jefferson*, 158 Fed 358 (Dist. Ct., Va.).

The court maintained that fire from the land is not such a danger as to bring the libellants' services under the head of salvage, and that a ship in dry dock is not within the admiralty jurisdiction. In order to entitle rescuers to salvage the danger need not be a peril of the sea. It is well settled that if a ship tied to a wharf is in danger from fire on land, its rescue makes it liable for salvage. *The Kaiser Wilhelm der Grosse*, 106 Fed. 963. On the second point, however, the present case is one of novel impression. An ordinary dry dock is probably not the subject of admiralty jurisdiction, because not capable of navigation. *Cope* v. *Vallette Dry Dock Co.*, 119 U. S. 625. And it has been held that a ship in dry dock is not subject to a maritime lien for a tort. *The Warfield*, 120 Fed. 847. But the Supreme Court has decided, in an opinion broad enough to cover all maritime claims, that repairs furnished such a vessel are recoverable in admiralty. *Perry* v. *Haines*, 191 U. S. 17; see 17 HARV. L. REV. 186. This seems the better view, as the ship itself, though temporarily not in process of navigation, may readily be navigated.

TAXATION — EXEMPTIONS — TAXATION OF LESSEE OF COLLEGE PROPERTY. — By the provisions of the charter of a university, certain lands were to be exempt from taxation "as long as said lands belong to said university." The university granted portions of these lands to lessees, whose interests were taxed under a subsequent statute. *Held*, that such taxation is not a violation of the exemption granted by the original charter. *Jetton* v. *University of the South*, 208 U. S. 489. See NOTES, p. 617.

TAXATION — GENERAL LIMITATIONS ON THE TAXING POWER — STATE TAXATION ON INTERSTATE COMMERCE. — The plaintiff, a New York company, delivered goods in a New Jersey town in its own wagons. An ordinance required a license fee for all vehicles engaged in the transportation of merchandise. *Held*, that the plaintiff's wagons are engaged in interstate commerce and the ordinance is inapplicable. *Simpson-Crawford Co.* v. *Borough of Atlantic Highlands*, 158 Fed. 372 (Circ. Ct., D. N. J.). See NOTES, p. 618.

TITLE, OWNERSHIP, AND POSSESSION — ARTICLES SUBJECT TO OWNERSHIP — RIGHT TO ARTISTIC CREATIONS. — The plaintiff had several pictorial designs which he intended to copyright and sell for use in advertising. R secretly copied the designs and sold the copies to the defendant, who used them in ignorance of the plaintiff's claims. *Held*, that the defendant is liable in damages as well as subject to injunction. *Mansell* v. *Valley Printing Co.*, [1908] 1 Ch. 567.